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MITIGATION PROJECT ~~AGREEMENT~~ PROJECT MEMORANDUM OF UNDERSTANDING

THIS MITIGATION ~~PROJECT AGREEMENT~~ PROJECT MEMORANDUM OF UNDERSTANDING (~~"Agreement"~~ "Memorandum") is made and entered into this ____ day of December, 2017, by and between the **STATE OF NORTH CAROLINA BY AND THROUGH THE OFFICE OF THE GOVERNOR** and **ATLANTIC COAST PIPELINE, LLC**, a Delaware limited liability company of 120 Tredegar Street, Richmond, Virginia 23219 ("Atlantic").

WITNESSETH:

WHEREAS, Atlantic is proposing to construct the Atlantic Coast Pipeline ("ACP"), an underground natural gas transmission pipeline of approximately 600 miles from West Virginia, through Virginia, ~~and ending in into~~ North Carolina; and

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WHEREAS, the ACP will deliver up to 1.5 billion cubic feet per day of natural gas to meet the demand for ~~electric generation~~ electricity, natural gas distribution, and end use markets in North Carolina and Virginia; and

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WHEREAS, the ACP will serve as a catalyst for economic development and job creation in North Carolina; and

WHEREAS, the ACP will promote and facilitate the recruitment of new industries to North Carolina; and

WHEREAS, the pipeline will generate \$60,026,697 in local property tax revenue between 2018 and 2025; and

WHEREAS, ~~the ACP route was approved by~~ the Federal Energy Regulatory Commission ("FERC") ~~approved the ACP route on October 13, 2017, and will traverse~~ eight counties in the State of North Carolina, and ~~will include including~~ a natural gas compressor station in Northampton County and other related facilities ~~along the route~~; and

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WHEREAS, the ~~pipeline~~ ACP, access roads, and all associated aboveground facilities and contractor yards will result in total direct impacts of over 3,000 acres ~~from during~~ construction ~~activities~~ and a significantly reduced impacts during operation; and

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WHEREAS, while the ACP has been routed to minimize disruptions to migratory birds and federally listed species by avoiding preferred habitats, including wetland areas, waterbodies and associated riparian vegetation to the fullest extent practicable, there remain unavoidable impacts to over 300 acres ~~to of~~ interior forest habitats; and

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WHEREAS, the ACP ~~route~~ and access roads would cross approximately 320 waterbodies in North Carolina; and

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WHEREAS, Atlantic has conducted ~~numerous~~ open houses, participated in ~~many~~ public meetings held by FERC and the North Carolina Department of Environmental Quality, and held individual information sessions with local governments, state-recognized Indian tribes, and other stakeholders along the route; and

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WHEREAS, Atlantic recognizes that construction of the ACP and maintenance of the permanent right-of-way for the ACP may result in temporary and/or permanent impacts to the habitats upon which interior forest wildlife species depend; and

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WHEREAS, Atlantic ~~understands~~ acknowledges that local communities, existing populations, and state-recognized Indian tribes have a significant interest in preserving their traditions, lifestyles, and quality of life; and

WHEREAS, Atlantic ~~represents that it has taken and will take~~ ~~desires to take~~ all reasonable measures to comply with North Carolina natural resources laws and to provide for the restoration and preservation of ~~North Carolina habitats for~~ interior forest wildlife ~~habitats in North Carolina~~ where the ACP will be constructed, operated, and maintained; and **WHEREAS**, the Director of the North Carolina Wildlife Resources Commission has authority and responsibility under NCGS Section 113-306(a) to act in the overall best interests of the conservation of wildlife resources to accept gifts and grants on behalf of the State;

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NOW, THEREFORE, ~~in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged~~, the State of North Carolina and Atlantic (together, the "Parties") ~~agree endeavor to do as follows~~ the following:

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- 1) Atlantic ~~agrees to~~ commits to ~~provide~~ providing mitigation funding in the amount of \$557,580,000,000 to the State of North Carolina (~~"the Mitigation Funding"~~) no later than ~~before the date the ACP is placed in service~~ the completion of state permitting for the ACP. ~~Such funding~~ The Mitigation Funding funds will be deposited in an ~~escrow fund~~ account designated by a third party selected by the Governor of the State of North Carolina (~~"the Escrow Fund Account"~~). The ~~Mitigation Funding funds~~ are ~~is~~ being provided as (i) ~~required~~ mitigation for the unavoidable effects of the ACP on the interior forest habitat, open-space lands, waterbodies, and natural resources of the communities along the ACP's route and (ii) support and funding for economic development in the counties that would be impacted by the ACP; and (iii) extension of renewable energy projects into certain local communities which may stand to be effected by the ACP's operation. Fifty per cent of the \$7580,000,000 will be deposited in the Escrow Fund Account and made available for disbursement for environmental mitigation immediately following the issuance of the Executive Order identified in Paragraph 2 of this Memorandum. The remaining balance of funds shall be deposited in the Escrow Account no later than upon the date the ACP is placed into service.
- 2) The State of North Carolina acknowledges that the ~~mitigation~~ Mitigation funding Funding ~~is~~ funds are being provided, among other things for the purpose of (i)

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addressing the effects on the landscape, natural resources, interior forest habitat, agricultural lands and lifestyles of the communities caused by ACP, access roads and all associated aboveground facilities and contractor yards as described in the FERC Environmental Impact Statement; and (ii) expanding economic development opportunities and (iii) developing renewable energy projects in and around the ACP's route; for the purpose sufficiently addresses of addressing the effects on the landscape, natural resources, interior forest habitat, agricultural lands and lifestyles of the communities caused by the pipeline ACP, access roads and all associated aboveground facilities and contractor yards as described in the FERC Environmental Impact Statement and any changes thereto subsequently approved by FERC. The funding provided Mitigation Funding funds shall be allocated pursuant to the guidelines and directives set forth in a subsequent Executive Order that would be issued prior to the completion of state permitting for the ACP. at the State's discretion to mitigate these effects by supporting programs and projects that enhance the well-being of the affected areas and resources. Nothing in this Memorandum shall be construed as precluding or otherwise barring the State of North Carolina from recovering damages or equitable remedies from Atlantic for spills or leaks stemming from the ACP.

- 3) Nothing in this Agreement-Memorandum shall be construed as affecting the authorities of any party or as binding them beyond their respective authorities or responsibilities.
- 4) The Agreement-Memorandum does not create any right of action for a third party and may not be the basis of any third-party challenges or appeals. Nothing in this Memorandum shall be construed as precluding or otherwise barring independent, third-party claims regarding the ACP.
- 4)5) Nothing in this Memorandum is deemed to constitute a "settlement" as that term is defined by N.C. Gen. Stat. § 114-2.4A, nor does it require the payment of penalties or forfeitures and fines under N.C. Const. Art. IX § 7. Likewise, nothing in this Memorandum should be construed to be an admission of liability by either Atlantic or the State of North Carolina its agents or assigns.

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[SIGNATURE BLOCKS FOR STATE OF NORTH CAROLINA AND ATLANTIC]